

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 12/6/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 1 to Agreement with GreenView Studio, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with GreenView Studio, Inc. for Engineering Construction Administration Services for Redstone Gateway Packages 1F and 1G, Project No. 65-12-SP09, by Modification No. 1

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is for additional construction administration services for Package 1G Landscaping, Irrigation and Hardscape and Package 1F-4 Landscaping, Irrigation, and Hardscape on the Redstone Gateway EUL project for a total modification amount of \$7,077.45. An additional thirty (30) calendar days added to contract completion. New end date: January 30, 2013. Account No. 05-6500-0811-2006

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 11-19-12

revised 3/12/2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **12/6/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification No. 1**

Document Name: **Greenview-CA Services for Package 1F & 1G Project No. 65-12-SP09**

City Obligation Amount: **\$7,077.45**

Total Project Budget: **\$23,615.91**

Uncommitted Account Balance: **0**

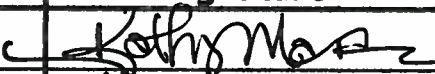


Account Number: **05-6500-0811-2006**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		11-26-12
2) Legal		11-29-12
3) Finance		11/30/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 1 to the Agreement with GreenView Studio, Inc., adopted and approved on the 26th day of January, 2012, by the City Council of the City of Huntsville, Alabama by Resolution No. 12-78, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from SIXTEEN THOUSAND FIVE HUNDRED THIRTY-EIGHT AND .46/100 DOLLARS (\$16,538.46) to TWENTY-THREE THOUSAND SIX HUNDRED FIFTEEN AND .91/100 DOLLARS (\$23,615.91), including this Modification No. 1, an increase of SEVEN THOUSAND SEVENTY-SEVEN AND .45/100 DOLLARS (\$7,077.45). There are an additional thirty (30) calendar days added to contract completion. New end date: January 30, 2013. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement between City of Huntsville and GreenView Studio, Inc. for Engineering Construction Administration Services for Redstone Gateway Packages 1F and 1G, Project No. 65-12-SP09, as adopted by Resolution No. 12-78 of January 26, 2012" consisting of a total of three (3) pages plus two (2) additional pages consisting of Attachment "A", and the date of December 6, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 6th day of December, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 6th day of December, 2012.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 1 to Agreement between
the City of Huntsville and GreenView
Studio, Inc. for Engineering Construction
Administration Services for Redstone
Gateway Packages 1F and 1G, Project No.
65-12-SP09, as adopted by Resolution No.
12-78 of January 26, 2012

THIS MODIFICATION TO AN AGREEMENT entered in on the 26th day of January, 2012, in the amount of SIXTEEN THOUSAND FIVE HUNDRED THIRTY-EIGHT AND .46/100 DOLLARS (\$16,538.46), is hereby amended by Modification No. 1 dated December 6, 2012, in the amount of SEVEN THOUSAND SEVENTY-SEVEN AND .45/100 DOLLARS (\$7,077.45), for a total contract amount of TWENTY-THREE THOUSAND SIX HUNDRED FIFTEEN AND .91/100 DOLLARS (\$23,615.91), by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama (OWNER) and GREENVIEW STUDIO, INC., (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated January 26, 2012, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change to provide additional construction administration services.

WHEREAS, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. GreenView Studio, Inc. will provide for additional construction administration services at a time and materials cost not to exceed SEVEN THOUSAND SEVENTY-SEVEN AND .45/100 DOLLARS (\$7,077.45). There are an additional thirty (30) calendar days added to contract completion. New end date: January 30, 2013.

President of the City Council of the City of
Huntsville, AL
Date: December 6, 2012

2. Item #1 shall be performed in accordance with the original agreement dated January 26, 2012, and approved by the City Council by Resolution No. 12-78, and as described in the letter from Lois Shindelbower to Ron Adams, dated November 13, 2012, shown as Attachment "A".
3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____ 2012.

Notary Public
My Commission Expires: _____

ENGINEER: GREENVIEW STUDIO,
INC.

By: Lois Shindelb

ATTEST:

Virginia S Wilson

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Lois Shindelbower, as President, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the 26 day of November 2012.

Virginia S Wilson
Notary Public
My Commission Expires: 5/9/15

GREENVIEW STUDIO, INC.

Landscape Architecture

4339 Warren Road
Birmingham, Alabama 35213

11-15-12

September 18, 2012
Revised November 13, 2012

Mr. Ron Adams
Chris McNeese
Deputy Director of Engineering
City of Huntsville
Urban Development Department
P.O. Box 308
Huntsville, Alabama 35804-0308

RE: Proposal for Construction Administration Services
1-F Phases of Redstone Gateway Boulevard
Huntsville, Alabama

Dear Ron/Chris,

Since the 1-G phase of the Gateway Boulevard took longer than originally scheduled, I will need additional fees to provide Construction Administration Services for the 1-F Hardscape, Landscape and Irrigation Phases of the Gateway Boulevard in the Unsecured Areas of the project. Our services below will provide a smooth interpretation and transition from our construction drawings to construction by keeping us involved through out the process. As discussed, we will provide the following services in a timely and professional manner to meet your schedule:

PHASE FOUR – CONSTRUCTION ADMINISTRATION

We will perform the following construction administration activities:

- Prepare sketches or other documents covering proposed changes or corrections in the Work for the Client's review. Scope changes requiring changes to the Construction Documents are considered Additional Services.
- Prepare and distribute clarifications, detailing, and minor changes in the Work necessary to clarify or supplement the Construction Documents.
- Tag and approve selected samples of all proposed plant material. This selection/approval will occur at tree farms and/or nurseries prior to shipment of material.
- Review and evaluate Contractor's Application for Payment based on observations at the site and on the data comprising the Application for Payment.
- Recommend to the Owner that work not conforming to the Contract Documents be rejected.
- Review Change Orders and Construction Change Directive for the Owner's approval and execution.
- Conduct site observations, as necessary, to determine the date of Substantial Completion of the project and prepare a punch list of incomplete work.
- Include one final site observation for each phase to confirm completion of punch list items necessary for final completion of the Project.
- Review and transfer the Contractor's closeout documents required by the Contract Documents.

PROFESSIONAL FEES

Our original contract amount totaled **\$16,538.46** for 1-G and 1-F outlined professional services. These rates will remain in effect through the duration of the contract.:

Principal:	\$150.00
Senior Landscape Architect:	\$85.00
Staff Landscape Architect:	\$65.00
Administrative:	\$50.00

We propose the following break down:

1-F CONTRACT ADMINISTRATION-

I have projected my scope of work based on Brasfield and Gorree's schedule for Hardscape, Landscape and Irrigation.

OCTOBER 2012

1-Pre-construction Meeting allow 4 hrs incl travel time x \$150 = \$600.00
231 miles to meeting x .55 = \$127.05
2-Site Visits x 4hrs x 150.00hr = \$1200.00
2-mileage for site visits-216 miles x .55 = 237.60
1-Hours of phone and email time x \$150.00 = \$150.00
TOTAL \$ 2314.65

NOVEMBER 2012 -JANUARY 2013

2-Site Visits x 4hrs x 150.00hr = \$1200.00
2-mileage for site visits-216 miles x .55 = 237.60
1- Hours of phone and email time x \$150.00 = \$150.00

\$1587.60 per month (3) for the duration through the end of January 2013 which includes final acceptance.

TOTAL \$ 4762.80

GRAND TOTAL for 4 MONTHS : \$7077.45

Our invoices for professional services will be submitted to you monthly for the completed portion of work in progress, and are due and payable within 60 days.

REIMBURSABLE EXPENSES

Reimbursable expenses are not included in our professional services. They are expenses incurred as a necessary part of producing the work. These expenses include travel time, airfare, meals, car rental, printing, postage, overnight mail, and shipping.

We thank you for the opportunity to be of service to you and pledge to you our very best efforts for an outstanding, successful project together.

Sincerely,

Lois Shindelbower

Lois Shindelbower, ASLA
President